

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELECTRICIAL UTILITY LINEMAN:

**LINEMAN, CABLE SPLICER
POWDERMAN
GROUNDMAN**

IN

All localities within the State of California,
except Del Norte, Modoc, and Siskiyou Counties

U1-X-3

**CALIFORNIA OUTSIDE LINE CONSTRUCTION
AGREEMENT
BETWEEN
WESTERN LINE CONSTRUCTORS CHAPTER OF N.E.C.A.
AND
LOCAL UNION NO. 1245
AFL-CIO
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**AS AMENDED, EFFECTIVE JUNE 1, 2000
THROUGH MAY 31, 2003**

R E C E I V E D
Department of Industrial Relations

OCT 02 2000

**Div. of Labor Statistics & Research
Chief's Office**

to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

Travel to Job

- 4.9 The Employer shall pay for traveling time and furnish transportation for all employees from the place where they report for work each day and return to the same place at the end of each work day on all work within the jurisdiction of the Union.

Holidays and Overtime

- 4.10 All work performed outside of the regular scheduled working hours and on Saturdays, Sundays, and the following holidays: New Year's Day, Martin Luther King Day (California only), Presidents Day (Nevada only), Memorial Day, Fourth of July, Labor Day, Veteran's Day (California only), Nevada Day (Nevada only), Thanksgiving Day and the Friday following, and Christmas Day, or days celebrated as such, shall be paid for at double the regular straight-time rate of pay.

Health and Welfare

- 4.11 The parties signatory hereto shall enter into a Health and Welfare Plan for which there is a Trust Agreement, known as the Line Construction Benefit Fund, for the purpose of providing insurance benefits for eligible employees and/or their dependents.

Effective January 1, 2000, each Employer employing workers under this Agreement shall pay the Line Construction Benefit Fund the sum of two dollars and ten cents (\$2.10) for each hour worked by all such employees. The contribution rate increases June 1, 2001 to the sum of two dollars and twenty cents (\$2.20), June 1, 2002 to the sum of two dollars and thirty cents (\$2.30). Hours worked shall be deemed to include straight-time hours worked, overtime hours worked, and report time not worked.

Eight-Hour Rest Period

- 4.13 When workers are required to work six (6) hours or more overtime outside of normal work shifts they shall be relieved for a rest period of eight (8) or more continuous hours, or they shall be compensated at the appropriate overtime rate of pay for all hours worked until released from work for eight (8) or more continuous hours. The Employer has the right to move the start of the work day back, so employees can have the eight (8) hour rest period.

ARTICLE V

HEADQUARTERS - PRE-BID AND PRE-JOB CONFERENCES

- 5.1 (a) Pre-Bid Conferences are recommended in the area of the Dispatching Local Union. Any deviations from the Agreement resulting from a Pre-Bid Conference shall be reduced to writing, signed and be binding on the Employer and Union for the duration of the job to which they apply.
- (b) Prior to the start of any project covered by this Agreement, a Pre-Job Conference shall be held with the Local Union. The results of such conference shall be reduced to writing and shall be binding on both parties. The purpose of this conference shall be to inform the Union of the scope of the project, the estimated number of employees, the estimated schedule of operations and the location of the first reporting headquarters, as defined in Section 5.3.
- (c) For additional reporting headquarters, the Employer will give the Union three (3) days' notice prior to the transfer of employees to such headquarters, with the exception of reporting headquarters located on non-hard surfaced roads, in which case, the Employer will give two (2) weeks' notice prior to transfer. Should the parties fail to agree upon reporting headquarters, in accordance with Section 5.3 regarding headquarters on non-hard surfaced roads, they shall refer the matter to the Labor-Management Committee for its decision, whose decision shall be final and binding. The Labor-Management Committee shall meet within forty-eight (48) hours.

Mileage - Subsistence

- 5.2 (a) Riverside, Sacramento, San Diego and Reno, shall be considered dispatch points. Subsistence shall be paid at the rate of fifty cents (.50) per mile, one way based upon the nearest road miles from the main City Hall of the above-named cities, with the exception of Riverside which shall be the Dispatch Office, to the reporting headquarters with a minimum of Twenty Four dollars (\$24.00) per day, and up to and including Forty dollars (\$40.00) maximum per day, for each day worked, or when workmen report for work as directed by the Employer.
- (b) Voluntary Terminations: A worker must work four (4) hours or until noon whichever is later, to be entitled to subsistence for the day.

- (c) When work is performed for Agencies other than Public Utilities, i.e., Municipalities or Governmental Agencies engaged in utility operations, subsistence will be paid based upon mileage computed as in the paragraph above, from the nearest named city above.
- (d) Employees covered under this Agreement shall not reside at any job headquarters.

Headquarters

- 5.3
- (a) Headquarters, where employees report, shall have available toilet, parking area, facilities for safe-guarding workmen's tools and facilities for drying workers' clothes in inclement weather. There shall also be available adequate communication for emergency use.
 - (b) Headquarters, where employees report for work, may be on any concrete or black-top road (hard-surfaced), where the above facilities are provided or on any non-hard surfaced road as hereinafter provided. Should the Employer require the worker to report on any non-hard surfaced roads, such roads shall be maintained in good repair, and the Employer shall pay an additional sum of eighteen cents (.18) per mile for such road, one way per day worked or when workers report for work as directed by the Employer.

Transfer of Employees

- 5.4
- At least three (3) regular work days' notice shall be given to the Union and the employees before workers are transferred from one reporting headquarters to another reporting headquarters. Upon failure to give three (3) days' notice, as stated above, the Employer shall pay one (1) additional day's subsistence for each day notice is not given, as defined in paragraph 5.2 to the existing shop headquarters. Where such penalty is applicable, it shall be based upon the headquarters from which the employee is being transferred.

The notice of transfer required by this Section to be given to the Union shall be in writing to the Local Union's Business Office. The postmark date of such letter shall govern compliance.

If the transfer is the result of the employee's request made through his/her Steward or if no Steward is available, the Business Representative, the reimbursement shall be waived.

Camp Accommodations

- 5.5
- If camp accommodations are provided in lieu of established accommodations, board and lodging will be provided by the Employer at no cost to the employee. A camp may not be established within twenty-five (25) miles of living accommodations.

Offshore Islands

- 5.6 On offshore islands, the Employer shall furnish full subsistence. The employees shall receive applicable subsistence expense to the point of embarkation for each round trip to the island. Employees shall receive a minimum of eight (8) hours' wages each day they are required to remain on the island. An additional twenty-five cents (.25) per hour expense allowance will be paid for all hours worked on offshore islands.

ARTICLE VI **SAFETY AND WORKING RULES**

Safety Rules

- 6.1 The safety rules of the State having jurisdiction shall be observed by the parties hereto. It is recognized that the Employer has the exclusive responsibility for providing a safe and healthful workplace. To assist the Employer in maintaining an effective and continuing safety program, a permanent Joint Safety Committee shall be established, consisting of four (4) members from the Union and four (4) members from the Employers, who shall meet at regular times to administer educational instructions, investigate serious accidents, and to draft appropriate safety rules. Such rules as adopted by this committee, shall become a part of this Agreement.
- (a) Rubber Glove Rules: at such time as the California OSHA Standards Board makes a determination as to the rules for rubber gloving voltages in excess of 5 KV, the Joint Safety Committee shall meet as soon as practical to **address** the appropriate changes **needed** in the Safety Rule Book.
- (b) Helicopter egress and entrance: Upon Ratification of the terms of this Agreement, the Joint Safety Committee shall meet as soon as practical to **address** the appropriate changes **needed** in the Safety Rule Book to allow entrance and degree of a helicopter to a transmission tower.

Foreman

- 6.2 On any line job where two (2) or more Journeyman are employed, a Foreman shall be designated by the Employer. Employers under this Agreement shall not be restricted from assigning work to Foreman; when such practices are permitted in the Collective Bargaining Agreement between any IBEW Local Union and the utility customer.
1. Working Foreman may be called by name from the Out-of-Work registers. The applicant called by name must have signed the register not less than three (3) days prior to being referred, Saturdays and Sundays excluded.

Except as provided in Section 3.2, when the employer desires to employ a particular applicant as Foreman, he shall notify the dispatcher of the name of the applicant requested. Upon such request, the dispatcher shall refer the applicant, provided the applicant has been employed for a period of at least one (1) year in the past three and one-half (3½) years under